

# EXHIBIT A

SYLVIA SHEN Vol. I 30(b)(6)  
Telescopes Antitrust Litigation

March 04, 2024

1

1 UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF NEW YORK

3 ---000---

4 IN RE TELESCOPES ANTITRUST  
5 LITIGATION

6 This document relates to: CASE NO. 5:20-CV-03639-EJD  
Case No. 5:20-cv-03642-EJD

7 AURORA ASTRO PRODUCTS LLC,  
8 PIONEER CYCLING & FITNESS, LLP,  
9 JASON STEELE, AND THOSE  
SIMILARLY SITUATED,

10 Plaintiffs,

vs.

11 CELESTRON ACQUISITION, LLC, SUZHOU  
12 SYNTA OPTICAL TECHNOLOGY CO., LTD.,  
SYNTA CANADA INT'L ENTERPRISES LTD.,  
13 SW TECHNOLOGY CORP., OLIVON MANUFACTURING CO. LTD,  
OLIVON USA, LLC, NANTONG SCHMIDT OPTO-ELECTRICAL  
14 TECHNOLOGY CO. LTD., NINGBO SUNNY ELECTRONIC CO.,  
LTD. PACIFIC TELESCOPE CORP., COREY LEE, DAVID SHEN,  
15 SYLVIA SHEN, JACK CHEN, JEAN SHEN, JOSEPH LUPICA,  
DAVE ANDERSON, LAURENCE HUEN, and DOES 1-50,  
16 Defendants.

17  
18 VIDEO-RECORDED DEPOSITION OF THE 30 (b)(6) OF  
19 PACIFIC TELESCOPE CORP.

20 BY AND THROUGH SYLVIA SHEN, VOLUME I

21 San Francisco, California

22 Monday, March 4, 2024

23 Stenographically Reported by: Ashley Soevyn,  
24 CSR No. 12019  
ESQUIRE Job No. J10828593

25 Pages 1 - 107

SYLVIA SHEN Vol. I 30(b)(6)  
Telescopes Antitrust Litigation

March 04, 2024  
21

1 BY MS. KUSHNIR:

10:19:02

2 Q Did Synta Canada provide any financial  
3 assistance to Ningbo Sunny during the Meade  
4 acquisition?

5 MR. STAMBAUGH: Objection. Lacks  
6 foundation. Vague and ambiguous.

10:19:20

7 THE WITNESS: No.

8 BY MS. KUSHNIR:

9 Q Did SW Technology provide any financial  
10 assistance to Ningbo Sunny during the Meade  
11 acquisition?

10:19:34

12 MR. STAMBAUGH: Objection. Lacks  
13 foundation. Calls for speculation. Vague and  
14 ambiguous. Assumes facts not in evidence.

15 THE WITNESS: SW Technology did not  
16 provide financial assistance.

10:20:19

17 BY MS. KUSHNIR:

18 Q Did Good Advance provide any financial  
19 assistance to Ningbo Sunny during the Meade  
20 acquisition?

10:20:32

21 MR. STAMBAUGH: Objection. Lacks  
22 foundation. Calls for speculation. Vague and  
23 ambiguous.

24 THE WITNESS: I don't know.

25

SYLVIA SHEN Vol. I 30(b)(6)  
Telescopes Antitrust Litigation

March 04, 2024  
32

1 MR. STAMBAUGH: Vague and ambiguous. 10:46:19  
2 Lacks foundation.

3 THE CHECK INTERPRETER: Again, the -- the  
4 translation was:

5 "QUESTION: Did Synta Canada pay you 10:46:30  
6 dividends after receiving dividends?"

7 MS. KUSHNIR: I'm fine with that  
8 interpretation.

9 THE WITNESS: Synta Canada does not pay  
10 me dividends after it receives dividends. There is 10:47:21  
11 no such protocol or pathway of payments.

12 BY MS. KUSHNIR:

13 Q What does Synta Canada do with the money  
14 after it receives it from SW Technology?

15 MR. STAMBAUGH: Objection. Vague and 10:47:47  
16 ambiguous. Lacks foundation.

17 THE WITNESS: This money it receives is  
18 treated as an income. And as to how the money is  
19 used, that depends. The money is put in the  
20 company's account for uses as an investment or 10:49:00  
21 distribution, or whatever it may be. But the money  
22 is put in the company's account.

23 BY MS. KUSHNIR:

24 Q Have you ever personally received a  
25 distribution from Synta Canada? 10:49:15

1 BY MS. KUSHNIR:

02:08:19

2 Q Did you sell 20 percent of your shares to  
3 someone else in Synta Canada?

4 MR. LIU: Objection. Lacks foundation.  
5 Vague and ambiguous. Assumes facts not in evidence.

02:08:38

6 THE WITNESS: I don't remember.

7 BY MS. KUSHNIR:

8 Q How much ownership does Synta Canada hold  
9 in SW Technology?

10 MR. LIU: Objection. Lacks foundation.  
11 Calls for speculation. Vague and ambiguous.

02:09:47

12 THE WITNESS: May I ask what time period  
13 are you referring to?

14 BY MS. KUSHNIR:

15 Q Currently, how much ownership does  
16 Synta Canada hold in SW Technology?

02:10:21

17 MR. LIU: Same objections.

18 THE WITNESS: From what I can remember,  
19 the current ownership that Synta Canada has for SW  
20 is 24 percent.

02:11:26

21 BY MS. KUSHNIR:

22 Q Has Synta Canada always held 24 percent  
23 in Syn -- SW Technology?

24 A No.

25 Q When did Synta Canada's ownership

02:12:05

1 percentage change?

02:12:07

2 MR. LIU: Vague and ambiguous.

3 THE WITNESS: From what I can remember,

4 it was in 2019.

5 BY MS. KUSHNIR:

02:13:07

6 Q How much ownership percentage did

7 Synta Canada hold in SW Technology prior to 2019?

8 MR. LIU: Objection. Lacks foundation.

9 Calls for speculation.

10 THE WITNESS: I believe it was

02:13:54

11 15 percent.

12 BY MS. KUSHNIR:

13 Q Why did the ownership change from

14 15 percent to 24 percent in 2019?

15 MR. LIU: Objection. Lacks foundation.

02:14:18

16 Calls for speculation. Assumes facts.

17 THE WITNESS: I don't remember any

18 specific reason.

19 BY MS. KUSHNIR:

20 Q Did Synta Technology sell its shares to

02:15:32

21 Synta Canada in 2019?

22 MR. LIU: Objection. Lacks foundation.

23 Calls for speculation. Assumes facts not in

24 evidence.

25 THE WITNESS: Yes. There was a purchase

02:16:27

SYLVIA SHEN Vol. I 30(b)(6)  
Telescopes Antitrust Litigation

March 04, 2024  
69

1 BY MS. KUSHNIR:

02:44:53

2 Q Is EXCOM considered a management  
3 committee for Celestron?

4 MR. STAMBAUGH: Objection. Vague and  
5 ambiguous. Lacks foundation. Compound.

02:45:15

6 THE WITNESS: No.

7 BY MS. KUSHNIR:

8 Q Does EXCOM play any role in the business  
9 of Celestron?

10 A No.

02:46:13

11 Q Is Laurence Huen a part of EXCOM?

12 MR. STAMBAUGH: Objection. Lacks  
13 foundation.

14 THE WITNESS: He is not.

15 BY MS. KUSHNIR:

02:46:46

16 Q How about David Shen, is he a part of  
17 EXCOM?

18 MR. STAMBAUGH: Same objections.

19 THE WITNESS: He is not.

20 BY MS. KUSHNIR:

02:47:16

21 Q Does EXCOM hold meetings?

22 A I don't remember.

23 Q Do you have an active role in the  
24 management of Celestron's business?

25 MR. STAMBAUGH: Objection. Vague and

02:48:03

1 from EXCOM to take certain actions for the business? 03:01:18

2 MR. STAMBAUGH: Objection. Vague and  
3 ambiguous. Compound.

4 THE CHECK INTERPRETER: The translation  
5 was: 03:01:37

6 (As read):

7 "QUESTION: If Celestron has to take  
8 some actions, does it need approval  
9 from EXCOM?"

10 So it became a hypothetical question. 03:01:44

11 MS. KUSHNIR: Okay. Can you retranslate  
12 it, Ms. Liu? And I'll re-ask the question again.

13 Q Does Celestron ever have to seek approval  
14 from EXCOM to take certain actions for the business?

15 A No. 03:02:28

16 Q If Celestron wanted to offer a new line  
17 of products for sale, it would not need EXCOM's  
18 approval before doing that?

19 MR. STAMBAUGH: Objection. Vague and  
20 ambiguous. Incomplete hypothetical. 03:02:55

21 THE WITNESS: From what I can remember,  
22 there is no such thing as the so-called "approval."  
23 BY MS. KUSHNIR:

24 Q Who at Celestron would make the decision  
25 as to whether or not Celestron would offer a new 03:03:40



1 THE CHECK INTERPRETER:

03:14:57

2 "THE WITNESS: Regarding management  
3 issues, we don't expect them to  
4 micro-report everything."

5 BY MS. KUSHNIR:

03:15:12

6 Q What if Celestron wanted to change one of  
7 its suppliers, would you expect Celestron's CEO to  
8 tell you?

9 MR. STAMBAUGH: Objection. Vague and  
10 ambiguous. Incomplete hypothetical. Assumes facts  
11 not in evidence.

03:15:34

12 THE WITNESS: From our position, I don't  
13 have such requirement for them to do so.

14 BY MS. KUSHNIR:

15 Q Even if Celestron were to switch from  
16 using its largest supplier, you wouldn't want to  
17 know?

03:16:15

18 MR. STAMBAUGH: Objection. Incomplete  
19 hypothetical. Asked and answered. Argumentative.

20 THE WITNESS: This is a hypothetical  
21 question. I don't know how to answer it.

03:17:09

22 BY MS. KUSHNIR:

23 Q If Celestron switched from using its  
24 largest supplier and didn't tell you, would you be  
25 concerned?

03:17:24

1 BY MS. KUSHNIR:

03:11:25

2 Q If one of Celestron's suppliers wanted to  
3 change its payment terms with Celestron, would  
4 Celestron need EXCOM's approval before doing so?

5 MR. STAMBAUGH: Objection. Vague and  
6 ambiguous. Incomplete hypothetical.

03:12:00

7 THE WITNESS: The company does not have  
8 such rules that it has to go through EXCOM's  
9 approval.

10 BY MS. KUSHNIR:

03:12:52

11 Q Would you expect Celestron's CEO to tell  
12 you if one of its suppliers wanted to change its  
13 payment terms?

14 MR. STAMBAUGH: Objection. Vague and  
15 ambiguous. Incomplete hypothetical.

03:13:22

16 THE WITNESS: Would you please repeat the  
17 question.

18 BY MS. KUSHNIR:

19 Q Would you expect Celestron's CEO to tell  
20 you if one of its suppliers wanted to change its  
21 payments terms?

03:13:42

22 MR. STAMBAUGH: Same objections.

23 THE WITNESS: For business matters like  
24 this, we don't have expectations as to them coming  
25 to report to us.

03:14:55

1 Synta Canada because you intended to have the 04:31:29  
2 company look for opportunities for goods for sale in  
3 Taiwan and from Canada -- strike that -- and from --  
4 and from Taiwan to Canada; is that correct?

5 MR. STAMBAUGH: Objection. Misstates 04:32:10  
6 prior testimony.

7 THE WITNESS: It was to look for  
8 opportunities to generate income to pay for life  
9 expenses.

10 BY MS. KUSHNIR: 04:32:53

11 Q Were you able to find any opportunities  
12 for income in 1996 after you opened the business?

13 MR. STAMBAUGH: Objection. Vague and  
14 ambiguous.

15 THE WITNESS: For me, I was in this 04:34:28  
16 foreign land. I couldn't do much. My main focus  
17 was my family. I was mainly taking care of them,  
18 making sure they were fine. So not much progress.

19 BY MS. KUSHNIR:

20 Q Did Synta Canada generate any income 04:34:47  
21 between 1996 and 2005?

22 MR. STAMBAUGH: I'm going to object as  
23 vague and ambiguous. And lacks foundation.

24 THE WITNESS: From what I can remember,  
25 no, there is not much income. 04:35:54

## REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;


That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 13th day of March, 2024.

  
\_\_\_\_\_  
ASHLEY SOEVYN  
CSR No. 12019